

Assumption of Risk and Release of Liability

I, _____, having had an opportunity to review this Assumption of Risk and Release of Liability do state that it is my desire to participate in the construction of a facility for the benefit of Liberty Evangelical Free Church, its successors, agents and assigns (hereinafter "Released Parties") upon property owned by Liberty Evangelical Free Church. After having had the opportunity to review this Assumption of Risk and Release of Liability, I do hereby state as follows:

1. I am a volunteer and not an employee of Released Parties.
2. I will agree to only perform volunteer activities for which I am qualified and capable of performing.
3. I fully understand and acknowledge that participation in the construction of a facility upon ground owned by, and on behalf of, Released Parties is an activity from which serious injury or death could result, through no fault of my own. I expressly agree to assume the entire risk of any accident or personal injury, including death, which I might suffer as a result of my participation in the construction of a facility on behalf of Released Parties.
4. In consideration for the permission from the Released Parties to participate in the construction of a facility on property own by, and on behalf of, Released Parties, I, my heirs, personal representatives, successors and assigns do hereby release and discharge forever the Released Parties, its personal representatives, successors, and assigns, from any and all claims, demands, rights and causes of action of any kind whatsoever which I or any of my heirs and assigns now have, or later may have, against any Released Party resulting from or arising out of my participation in the construction of a facility for Released Parties on ground owned by Released Parties, and/or my use of tools or equipment in the course of the same, regardless of whether such claims relate to the design, manufacture, repair, operation or maintenance of the tools or equipment, or the conditions under which the tools or equipment is used. I acknowledge and understand that this Release extends to and releases and discharges any and all claims I or any of my heirs and assigns have or may have against the Released Parties arising out of my participation in the construction of a church facility, or use of tools or equipment in the course of the same, including without limitation all such claims resulting from the negligence of any Released Party, or arising from strict product liability, or resulting from any breach of express or implied warranty by any Released Party, and regardless of whether such claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated, foreseen or unforeseen, or arise by operation of law or otherwise. I acknowledge and understand that by signing this Release, I and my heirs and assigns agree not to sue any or all of the Released Parties for any injury or death to myself, my property, or any other person or such persons property owned by the Released Parties and on behalf of the Released Parties, or my use of any equipment or tools during the course of the same.
5. I acknowledge and agree to indemnify the Released Parties, whether jointly or individually, for any damages, costs, or expenses incurred from my participation in the construction of a facility on property owned by Released Parties and for the benefit of Released Parties, or my use, or any use by any other person, of equipment and tools in the course of the same. I agree to hold the Released Parties harmless from liability of any kind or nature whatsoever related to my use, or the use by any other person, of any equipment or tools, whether owned by me, by third parties, or by Released Parties, in the course of construction of said facility.
6. I hereby acknowledge and agree that I will only use equipment and tools in my participation in the construction of a facility, on property owned by Released Parties and on behalf of Released Parties, with which I am familiar and have received proper training, whether from third parties or

through my own experience. If an operator's license is required to operate any tool or equipment, I hereby affirm and state that I possess a valid and current operator's license to operate that tool or equipment in the State of Iowa. I further state that I will not operate any tool or equipment, nor be present upon the property owned by Released Parties, while under the influence of any alcohol, drug, other illegal substance, or any other medication or substance which could impair my judgment or my ability to operate a tool or equipment or participate in the construction of the facility. I agree that I will not participate in the construction of the facility or operate any tool or equipment in the course of the same while under the influence of any substance or medication, whether illegal or legal, which could impair my judgment or ability to function.

7. I agree to adhere to all rules and regulations regarding participation in the construction of the facility on ground owned by Released Parties and on behalf of Released Parties. I further agree that I will not allow any child under the age of twelve (12) years of age to participate in the construction of said facility, in any manner. I agree to supervise my children, between the ages of 12 and 18 years of age, who choose to participate in the construction of the facility. The names and dates of birth of my children whom I will personally supervise are set forth below. I further agree to indemnify the Released Parties, whether jointly or individually, for any damages, costs or expenses incurred from the actions of any of the children listed below, and I agree to hold the Released Parties harmless from liability of any kind or nature whatsoever related to any negligence or torts committed by my children listed below upon the property owned by the Released Parties. I further acknowledge and state that, in the event I fail to supervise any child identified below who is present on the property, the Released Parties reserve the right to revoke my permission to participate in the construction of the facility upon the property owned by Released Parties. Names and dates of birth of children are as follows:

Name (please print)	Date of Birth

8. I further understand that the only protection provided me and my minor children under the Released Parties' insurance coverage, would be 'goodwill' coverage, if any, provided for medical expenses arising from my or my children's volunteer activity. I further understand that this 'medical expense' coverage is excess over any medical insurance coverage that I may have.
9. I also authorize Released Parties, its employees or directors/officers, to render or obtain such emergency medical care or treatment as may be necessary for myself or my minor children identified herein should any injury or accident occur while I or my children am participating in volunteer construction activity.
10. By signing this Assumption of Risk and Release of Liability, I certify that I have read this Assumption of Risk and Release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties and that I have been given the opportunity and sufficient time to read and ask questions regarding this agreement.
11. To the extent that the scope of this Assumption of Risk and Release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Assumption of Risk and Release enforceable in such jurisdiction without invalidating any other portion of this Assumption of Risk and Release of Liability.

THIS IS AN ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

PLEASE READ BEFORE SIGNING.

This Assumption of Risk and Release of Liability must be completed before permission to participate in the construction of the facility on grounds owned by the Released Parties may be granted or implied.

Signature of a parent or legal guardian also required
for all participants under age eighteen (18)

Signature

Parent or legal guardian

Printed Name

Printed Name

Date

Date

Address

Address

City/State/Zip

City/State/Zip

Driver's License No.

CHURCH OFFICER STATEMENT

WE HAVE EXPLAINED THIS ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT AND THE RAMIFICATIONS OF SIGNING THIS AGREEMENT, TO THE ABOVE VOLUNTEER.

Dated this _____, 20____

Name

Name